

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

ARK LAW GROUP, a professional limited
liability company, and NADIA KOUREHDAR,
an individual,

Plaintiffs,

vs.

ARCH INSURANCE COMPANY, a foreign
insurer,

Defendant.

No. 2:22-cv-00504-JLR

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential

1 treatment under the applicable legal principles, and it does not presumptively entitle parties to file
2 confidential information under seal.

3 **2. “CONFIDENTIAL” MATERIAL**

4 “Confidential” material shall include the following documents and tangible things
5 produced or otherwise exchanged:

- 6 • Settlement Agreement between Plaintiff(s) and Nathaniel Clark;
- 7 • Confidential personnel files and personal information that is protected by law;
- 8 • Trade secrets;
- 9 • Confidential or proprietary information; and
- 10 • Sensitive information that, if not restricted, may subject the producing or
11 disclosing party to competitive or financial injury or potential legal liability to
12 third parties.

13
14 **3. SCOPE**

15 The protections conferred by this agreement cover not only confidential material (as
16 defined above), but also (1) any information copied or extracted from confidential material; (2)
17 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
18 conversations, or presentations by parties or their counsel that might reveal confidential material.

19 However, the protections conferred by this agreement do not cover information that is in
20 the public domain or becomes part of the public domain through trial or otherwise.

21
22 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

23 **4.1 Basic Principles.** A receiving party may use confidential material that is disclosed
24 or produced by another party or by a non-party in connection with this case only for prosecuting,
25 defending, or attempting to settle this litigation. Confidential material may be disclosed only to

1 the categories of persons and under the conditions described in this agreement. Confidential
2 material must be stored and maintained by a receiving party at a location and in a secure manner.

3 **4.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
4 ordered by the court or permitted in writing by the designating party, a receiving party may
5 disclose any confidential material only to:

6 (a) The receiving party’s law firm of record in this action, as well as employees or
7 contractors of such law firm to whom it is reasonably necessary to disclose the information
8 for this litigation;

9 (b) the officers, directors, and employees (including in house counsel) of the receiving
10 party to whom disclosure is reasonably necessary for this litigation, as well as reinsurers,
11 unless the parties agree that a particular document or material produced is for Attorney’s
12 Eyes Only and is so designated;

13 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation
14 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court, court personnel, and court reporters and their staff;

16 (e) copy, imaging, processing or hosting services retained by counsel to assist in the
17 duplication, production or hosting of confidential material, provided that counsel for the
18 party retaining the copy or imaging service instructs the service not to disclose any
19 confidential material to third parties and to immediately return all originals and copies of
20 any confidential material;

21 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
22 necessary and who have agreed on the record to abide by the terms of the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A). In the event a deponent
24
25

1 will not agree on the record to abide by the terms of the “Acknowledgment and Agreement
2 to Be Bound,” such deponent will not be allowed to keep a copy of the confidential
3 material and will not be provided a copy of the deposition transcript referencing the
4 confidential material. Instead, the deponent will be required to review the completed
5 transcript at the court reporter’s office or at his or her counsel’s office, Pages of
6 transcribed deposition testimony or exhibits to depositions that reveal confidential
7 material must be separately bound by the court reporter and may not be disclosed to
8 anyone except as permitted under this agreement. Regardless of whether a deponent
9 agrees to the terms of this Order, the deponent is bound to the terms of the Order and
10 subject to this Court’s jurisdiction for any violation of said Order;
11

12 (g) the author or recipient of a document containing the information or a custodian or other
13 person who otherwise possessed or knew the information.

14 **4.3 Filing Confidential Material.**

15 Before filing confidential material or discussing or referencing such material in court
16 filings, the filing party shall confer with the designating party, in accordance with Local Civil
17 Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential
18 designation, whether the document can be redacted, or whether a motion to seal or stipulation and
19 proposed order is warranted. During the meet and confer process, the designating party must
20 identify the basis for sealing the specific confidential information at issue, and the filing party
21 shall include this basis in its motion to seal, along with any objection to sealing the information
22 at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards
23 that will be applied when a party seeks permission from the court to file material under seal. A
24 party who seeks to maintain the confidentiality of its information must satisfy the requirements
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1 of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy
2 this requirement will result in the motion to seal being denied, in accordance with the strong
3 presumption of public access to the Court's files.

4 **5. DESIGNATING PROTECTED MATERIAL**

5 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each
6 party or non-party that designates information or items for protection under this agreement must
7 take care to limit any such designation to specific material that qualifies under the appropriate
8 standards. The designating party must designate for protection only those parts of material,
9 documents, items, or oral or written communications that qualify, so that other portions of the
10 material, documents, items, or communications for which protection is not warranted are not
11 swept unjustifiably within the ambit of this agreement.
12

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
15 unnecessarily encumber or delay the case development process or to impose unnecessary
16 expenses and burdens on other parties) expose the designating party to sanctions.

17 If it comes to a designating party's attention that information or items that it designated
18 for protection do not qualify for protection, the designating party must promptly notify all other
19 parties that it is withdrawing the mistaken designation.
20

21 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
22 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or
23 ordered, disclosure or discovery material that qualifies for protection under this agreement must
24 be clearly so designated before or when the material is disclosed or produced.
25

1 (a) Information in documentary form: (e.g., paper or electronic documents and deposition
2 exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the
3 designating party must affix the word “CONFIDENTIAL” to each page that contains
4 confidential material. If only a portion or portions of the material on a page qualifies for
5 protection, the producing party also must clearly identify the protected portion(s) (e.g., by
6 making appropriate markings in the margins).

7 (b) Testimony given in deposition or in other pretrial proceedings: the parties and any
8 participating non-parties must identify on the record, during the deposition or other
9 pretrial proceeding, all protected testimony, without prejudice to their right to so designate
10 other testimony after reviewing the transcript. Any party or non-party may, within fifteen
11 days after receiving the transcript of the deposition or other pretrial proceeding, designate
12 portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires
13 to protect confidential information at trial, the issue should be addressed during the pre-
14 trial conference.
15

16 (c) Other tangible items: the producing party must affix in a prominent place on the
17 exterior of the container or containers in which the information or item is stored the word
18 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
19 protection, the producing party, to the extent practicable, shall identify the protected
20 portion(s).
21

22 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to
23 designate qualified information or items does not, standing alone, waive the designating party’s
24 right to secure protection under this agreement for such material. Upon timely correction of a
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1 designation, the receiving party must make reasonable efforts to ensure that the material is treated
2 in accordance with the provisions of this agreement.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **6.1 Timing of Challenges.** Any party or non-party may challenge a designation of
5 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
7 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
8 challenge a confidentiality designation by electing not to mount a challenge promptly after the
9 original designation is disclosed.

10
11 **6.2 Meet and Confer.** The parties must make every attempt to resolve any dispute
12 regarding confidential designations without court involvement. Any motion regarding
13 confidential designations or for a protective order must include a certification, in the motion or in
14 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference
15 with other affected parties in an effort to resolve the dispute without court action. The certification
16 must list the date, manner, and participants to the conference. A good faith effort to confer requires
17 a face-to-face meeting or a telephone conference.

18 **6.3 Judicial Intervention.** If the parties cannot resolve a challenge without court
19 intervention, the designating party may file and serve a motion to retain confidentiality under
20 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
21 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
22 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
23 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
24 the material in question as confidential until the court rules on the challenge.
25

1 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
2 **OTHER LITIGATION**

3 If a party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
5 must:

6 (a) promptly notify the designating party in writing and include a copy of the subpoena or
7 court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject
10 to this agreement. Such notification shall include a copy of this agreement; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
12 designating party whose confidential material may be affected.

13 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
15 material to any person or in any circumstance not authorized under this agreement, the receiving
16 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
17 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
18 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
19 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
20 Bound” that is attached hereto as Exhibit A.
21

22 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
23 **PROTECTED MATERIAL**

24 When a producing party gives notice to receiving parties that certain inadvertently
25 produced material is subject to a claim of privilege or other protection, the obligations of the

receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION OF PROTECTIVE ORDER

The confidentiality obligations imposed by this agreement shall survive the termination of this action, including all appeals, and shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise. To the extent possible, the parties will exercise due diligence to destroy all confidential documents within 30 days of the final resolution of this lawsuit (including any appeal(s)). Any confidential documents that cannot reasonably be deleted will be archived and maintained as confidential into perpetuity.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: January 26, 2023

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MANSUKHANI, LLP

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1 Dated: January 26, 2023

CASCADE LAW

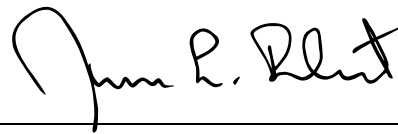
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ORDER

PURSUANT TO THIS STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED: January 27, 2023

A handwritten signature in black ink, appearing to read "James J. Robart", is written over a horizontal line.

JAMES J. ROBART
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington at Seattle on _____ [date] in the case of *Ark Law Group, PLLC, and Nadia Kourehdar v. Arch Insurance Company*, No. 2:22-cv-00504-JLR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington at Seattle for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____